

Memorandum



Date: June 5, 2007

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

Agenda Item No. 8(D)(1)(A)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the County Mayor or his Designee to Execute an Agreement Between Miami-Dade County and the City of Miami Granting the County Access to Wetlands Located on Virginia Key to Implement the Proposed Work Set Forth in Class I Permit No. CC04-274

Recommendation

It is recommended that the Board approve the attached Resolution authorizing the County Mayor or his designee to execute an agreement, in substantially the form attached, with the City of Miami ("City"), granting Miami-Dade County ("County") access to wetlands located on Virginia Key, as shown in Exhibit "A", attached hereto and made a part hereof, to implement the proposed work set forth in Class I Permit No. CC04-274.

Scope

The attached agreement provides access for the restoration and enhancement of 44.56 acres of wetlands and installation of a 500-foot boardwalk for public access on Virginia Key, which is located in Commission District 7.

Fiscal Impact/Funding Source

There will be no fiscal impact to the County as a result of this agreement.

Track Record/Monitor

The Director of the Department of Environmental Resources Management monitors this agreement.

Background

On July 6, 2006, the Board of County Commissioners approved an application by the Miami-Dade County Park and Recreation Department and the City of Miami Parks and Recreation Department for a Class I permit (Resolution No. R-791-06). Class I Permit No. CC04-274 provides for the restoration and enhancement of 44.56 acres of wetlands and installation of a 500-foot boardwalk for public access on Virginia Key.

In order to complete the proposed restoration and enhancement work set forth in Class I Permit No. CC04-274, the County requires access to lands owned by the City of Miami and the Virginia Key Beach Park Trust ("Trust"). The City of Miami executed the attached Agreement on March 28, 2007 and the Trust gave its written consent (attached) to the Agreement on March 30, 2007.

This Agreement shall be retroactively effective to April 1, 2007.

A handwritten signature in black ink, appearing to read "G. Burgess", written over a horizontal line.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

2

Approved _____ Mayor

Agenda Item No. 8(D)(1)(A)

Veto _____

06-05-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY
MAYOR TO EXECUTE AN AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE
CITY OF MIAMI GRANTING THE COUNTY
ACCESS TO WETLANDS LOCATED ON
VIRGINIA KEY TO IMPLEMENT THE
PROPOSED WORK SET FORTH IN CLASS I
PERMIT NO. CC04-274

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Mayor to execute an Agreement between Miami-Dade County and the City of Miami, providing Miami-Dade County with access to wetlands located on Virginia Key to implement the proposed work set forth in Class I Permit No. CC04-274, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor to exercise the termination provisions contained therein. This approval shall be retroactively effective to April 1, 2007.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

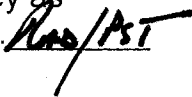
Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Peter S. Tell

AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI

THIS AGREEMENT, by and between the City of Miami (hereinafter referred to as the "City") and Miami-Dade County (hereinafter referred to as the "County") is entered into as follows:

NOW, THEREFORE, it is agreed as follows:

1. The City grants the County and the County's employees, the County's contractor(s), agents and subcontractors, access to the sites described in Exhibit A, attached hereto and made a part hereof, and authorizes same to perform certain work on those sites pursuant to the Scope of Work set forth in Exhibit B, attached hereto and made a part hereof. Exhibit C, attached hereto and made a part hereof, delineates a burn site (with air curtain incinerator system) to assist with the eradication of exotic vegetation from this project and future City of Miami projects, four (4) fill sites which will receive excavated beach quality sand and organic soils, and delineates the excavated soil distribution areas and estimated volumes of excavated soils to be placed at each distribution area.
2. The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.
3. The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.
4. The County agrees to require the County's contractors, subcontractors and all other related parties to the contractors (hereinafter referred to collectively as "Contractor") performing work pursuant to Exhibit B, at all times during the term hereof, to maintain such insurance coverage(s) as may be required by the County. In addition, the Contractor shall add the City of Miami as an additional named insured to the Contractor's commercial general liability policy, auto policies, all third-party liability coverage, and as a named certificate holder on all policies.

5. This Agreement shall expire upon the completion of the work on the site (as set forth in Exhibit B), or five (5) years from the effective date of this Agreement, whichever occurs first. The restoration work set forth in Exhibit B, Task 2.1, Physical Modifications, shall be completed not later than three (3) years after the effective date of this Agreement. The monitoring and maintenance activities set forth in Exhibit B, Task 2.2, Success Monitoring and Maintenance, shall be completed not later than five (5) years after the effective date of this Agreement. The County shall remove all waste materials generated by the County's employees, the County's contractor(s), agents and subcontractors during the term of this Agreement, as necessary, from the sites and shall be fully responsible for the proper disposal of all such materials in accordance with applicable laws and regulations. The County further agrees that, upon completion of the work on the site by the County, the County shall restore the sites at the County's expense to the sites' original condition, except for the work set forth in Exhibit B.
6. The access provided to the County and the County's employees, the County's contractor(s), agents and subcontractors shall be limited to the terms and conditions set forth herein and are not intended to provide any additional rights not expressly set forth herein.
7. The County and the County's employees, the County's contractor(s), agents and subcontractors shall coordinate work on the sites with City administrators to minimize interference with ingress and egress to the sites and shall require that any contractors or subcontractors performing any work at the sites implement all necessary safety precautions with respect to the work.
8. If the County fails to comply with any term or condition of this Agreement, the City, in addition to all remedies available to it by law, may terminate the Agreement. The County understands and agrees that, in the event such termination occurs, the County shall, at the County's expense, restore City property to its original condition except for any work completed to-date in accordance with this Agreement and the Class I permit.
9. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written agreement duly executed by the City and the County.
10. Either City or County may terminate this Agreement without cause by providing sixty (60) days prior written notice of termination to the other party. The County Manager shall have the authority to terminate this Agreement without cause on behalf of the County. The County further agrees that, upon termination of this Agreement, the County shall restore the sites at the County's expense to the sites' original condition, except for the work completed as set forth in Exhibit B. The City and County acknowledge that the County is, to date, the sole source of funding for the Scope of Work set forth in Exhibit B and that the City shall not, contribute any funding towards this project.

11. This Agreement shall become effective on April 1, 2007.

Each party has caused this Agreement to be executed by its duly authorized representatives.

MIAMI-DADE COUNTY, FLORIDA

Stephen P. Clark Center
111 N.W. 1st Street
Miami, Florida 33128

BY: _____
George M. Burgess
County Manager

For the Board of County Commissioners, Miami-Dade County, Florida,

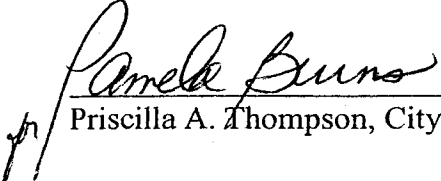
HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk

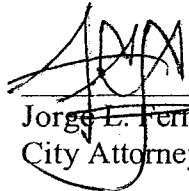
CITY OF MIAMI, a municipal corporation

By:  _____
Pedro G. Hernandez, City Manager

ATTEST:


 _____ 3-28-07
Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:



Jorge L. Fernandez *KAM*
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:




LeeAnn Brehm
Risk Management Administrator

Consent of the Virginia Key Beach Park Trust

The undersigned hereby consents to and approves all the terms and conditions of the foregoing Agreement as of this 30 day of March, 2007.

Executed on March 30, 2007

By: 

David L. Shorter, Executive Director

A horizontal scale bar with markings at 0, 500, 1,000, 2,000, and 3,000 feet. The bar is divided into segments corresponding to these distances.

4

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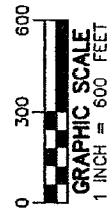
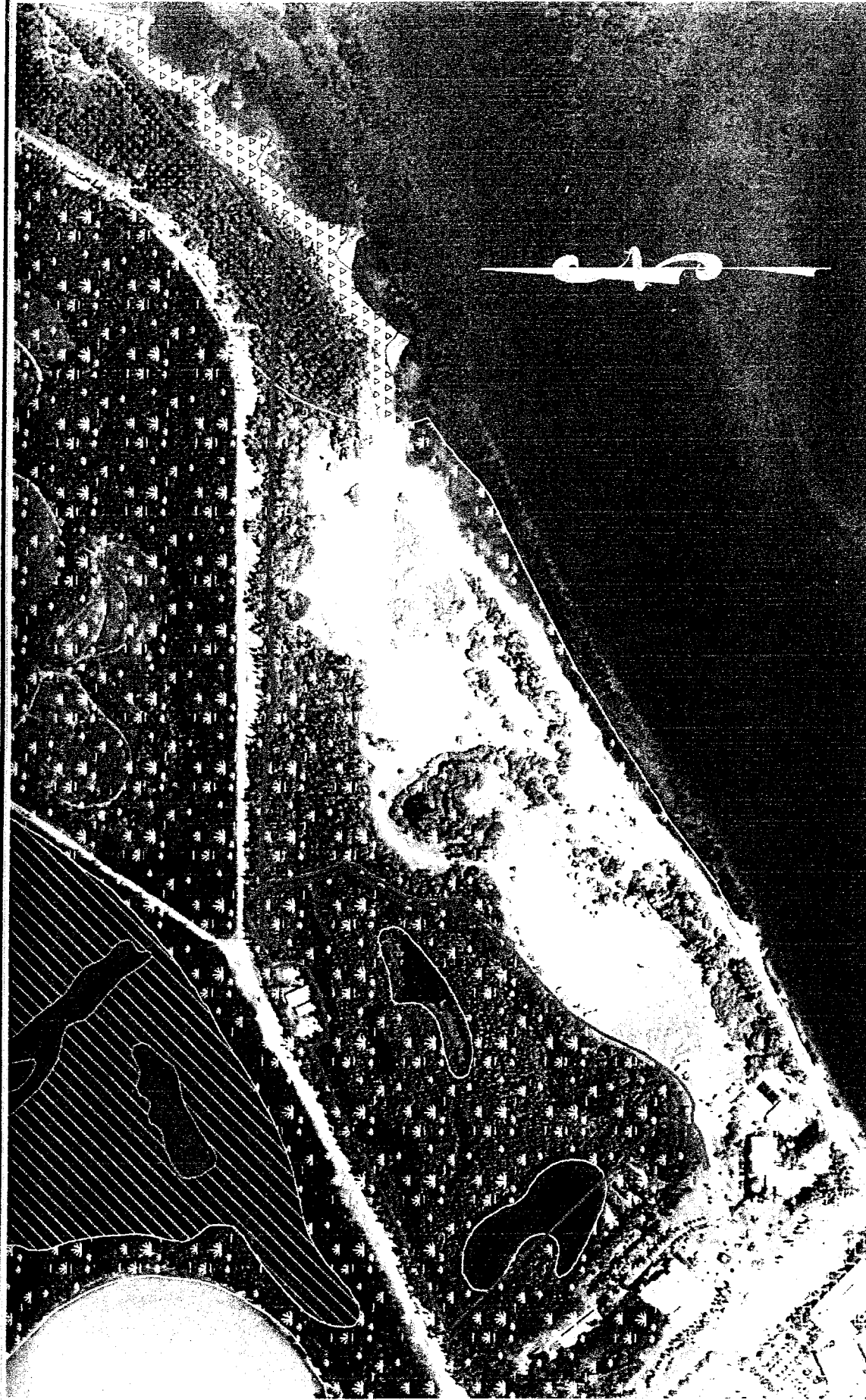


EXHIBIT A

SOIL MAP

VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT



South Florida Office: 1800 North Douglas Road, Suite 200
Pembroke Park, Florida 33024-3820
954-435-7000 Fax: 954-435-8804
www.millerlegg.com

02-00156
SM-1

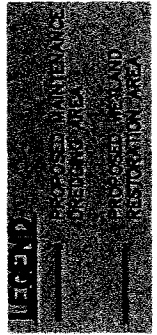


FIGURE 2

SOIL MAP

VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

MILLER LEGG

South Florida Office: 1800 North Douglas Road, Suite 200
Pembroke Park, Florida 33024-3200
854-435-7000 • Fax: 854-435-8664
www.millerlegg.com

02-00156
SW-1

REFER TO FIGURE 2 FOR CONTINUATION

Q TREATMENT PLANT ROAD

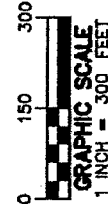
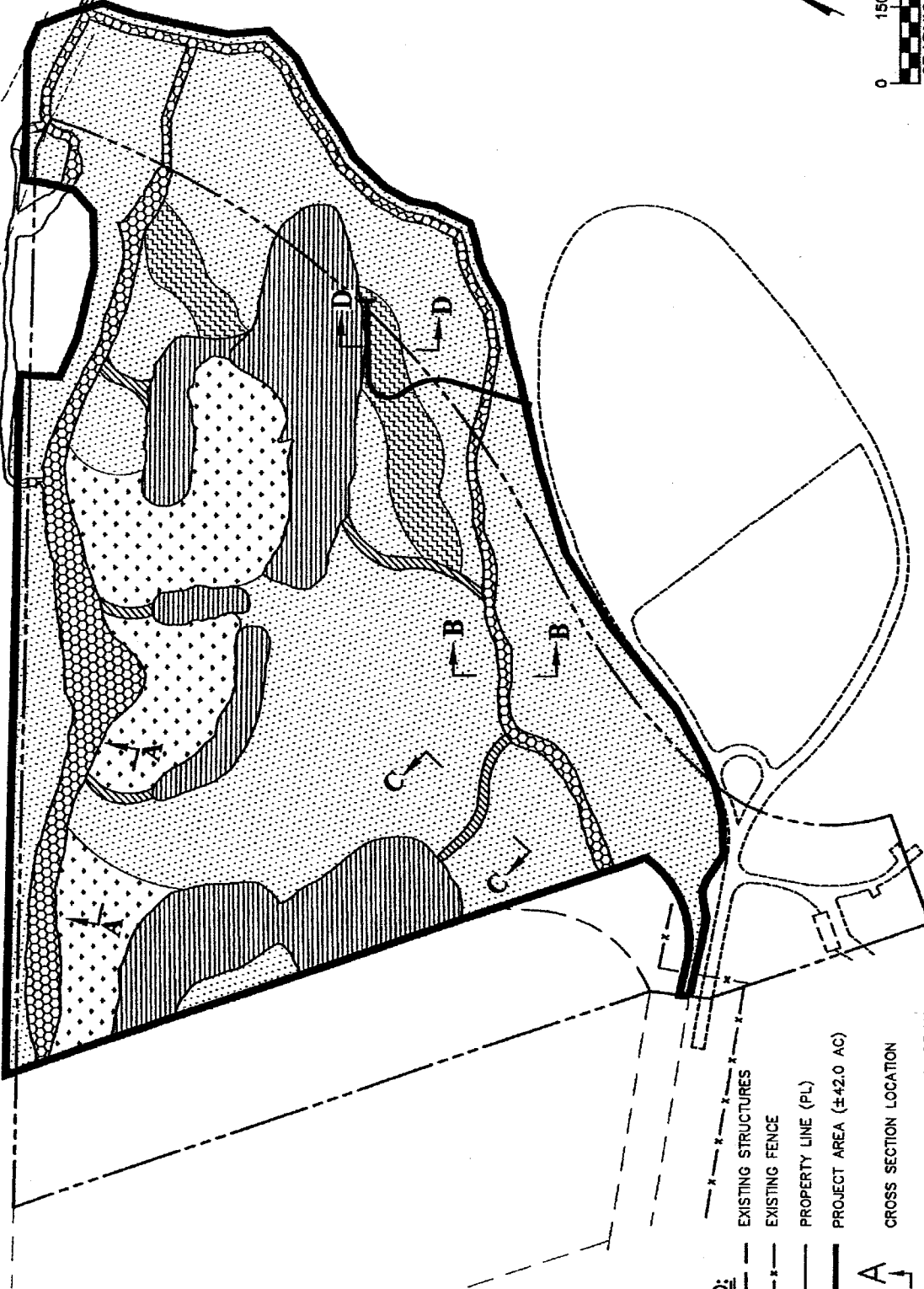


FIGURE 3

PROPOSED OVERALL SITE PLAN

- LEGEND:**
- EXISTING STRUCTURES
 - EXISTING FENCE
 - PROPERTY LINE (PL)
 - PROJECT AREA (±42.0 AC)
 - CROSS SECTION LOCATION
 - A A
 - EXISTING ELEVATION TO REMAIN (ENHANCED VIA EXOTIC REMOVAL) ±5.47 AC (FLUCCS 642)
 - PROPOSED MARSH (EXCAVATED TO ±2.0') ±1.62AC (FLUCCS 642)
 - EXISTING CHANNEL/OTHER SURFACE WATER ±5.82 AC (FLUCCS 510)
 - PROPOSED MANGROVE AREA ±24.06 AC (FLUCCS 612)
 - EXISTING MAN-MADE LAKES/PONDS ±6.72 AC (FLUCCS 524)
 - PROPOSED INTERCONNECT CHANNEL ±0.42 AC (FLUCCS 510)

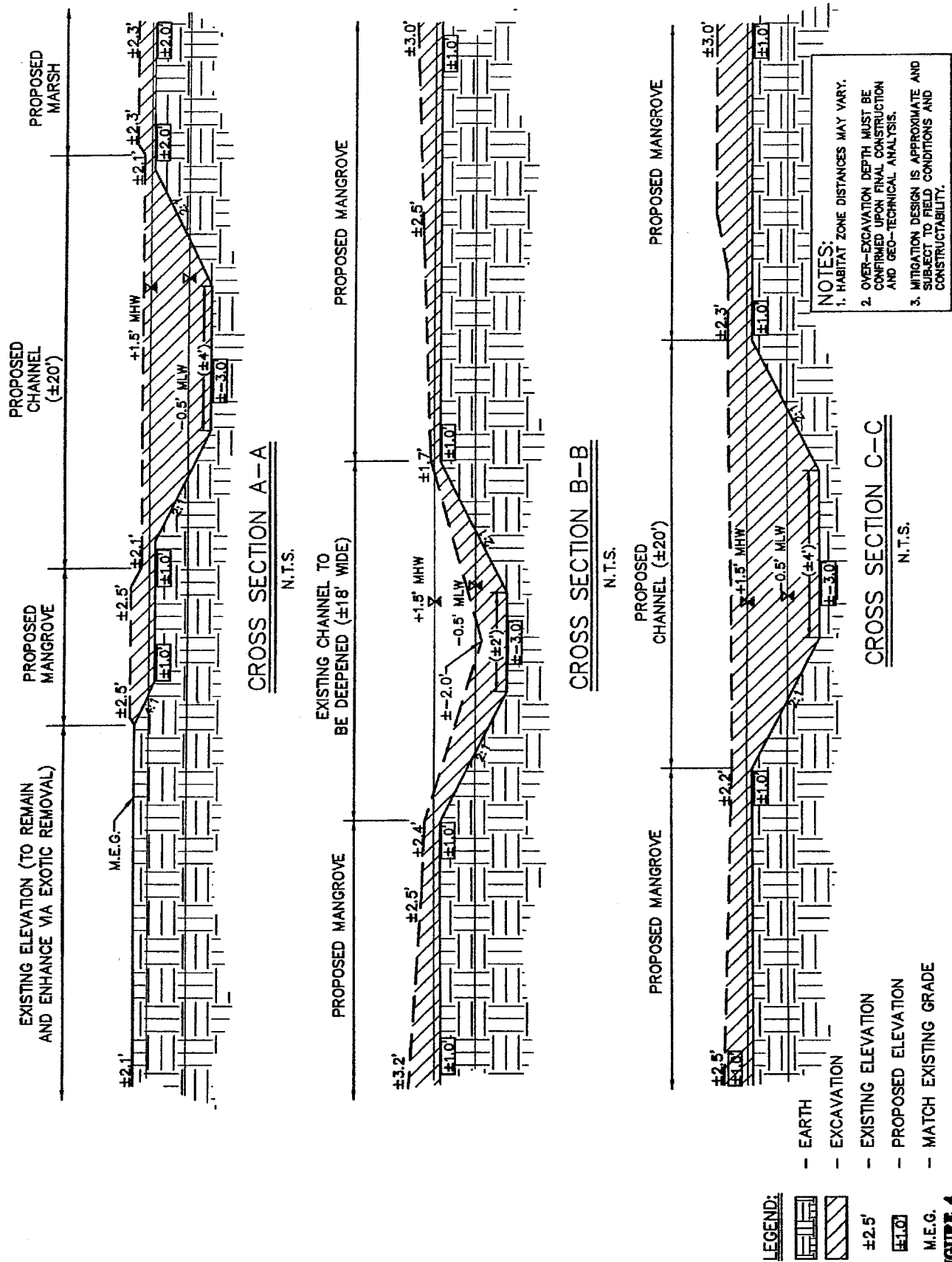
VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

MILLER LEGG
 South Florida Office: 1800 North Douglas Road - Suite 200
 Pembroke Park, Florida 33024-3300
 954-435-7000 • Fax: 954-435-8844
 www.millerlegg.com

DATE	11-30-05
BY	SP-1
PROJECT	02-00156
CDP	FLD
CDP	FLD
CDP	FLD



VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

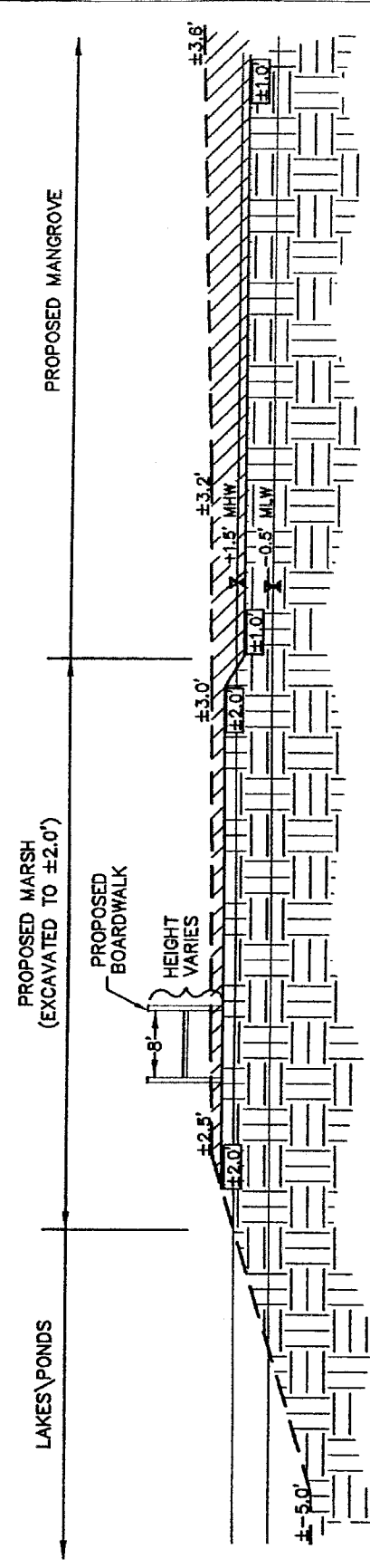
FOR: DEPARTMENT of ENVIRONMENTAL RESOURCES MANAGEMENT

MILLER LEGG

South Florida Office: 1800 North Douglas Road - Suite 200
 Pembroke Pines, Florida - 33064-3200
 954-436-7000 - Fax: 954-436-8884
 www.millerlegg.com

CROSS SECTION

02-00156
 CS-1
 11-30-04



CROSS SECTION D-D
N.T.S.

LEGEND:

- EARTH
- EXCAVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION
- MATCH EXISTING GRADE

M.E.G.

FIGURE 5

- NOTES:
1. HABITAT ZONE DISTANCES MAY VARY.
 2. OVER-EXCAVATION DEPTH MUST BE CONFIRMED UPON FINAL CONSTRUCTION AND GEO-TECHNICAL ANALYSIS.
 3. MITIGATION DESIGN IS APPROXIMATE AND SUBJECT TO FIELD CONDITIONS AND CONSTRUCTABILITY.

VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

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 Fort Lauderdale, Florida 33304-3200
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 www.millerlegg.com

CROSS SECTION

02-00156

03-1

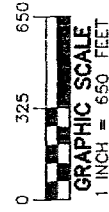
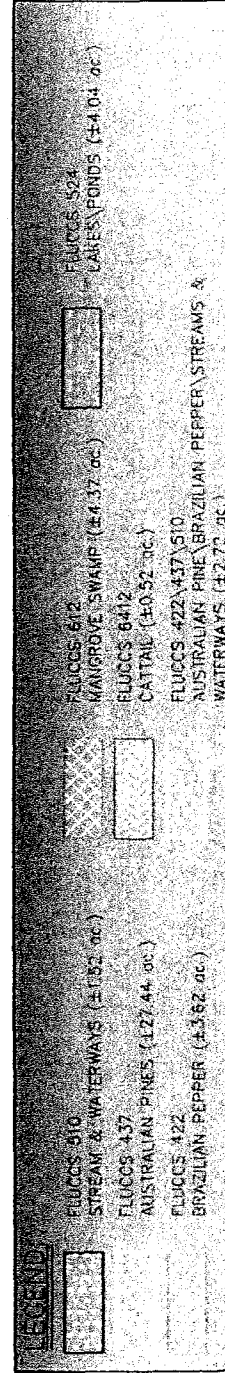


FIGURE 6

EXISTING FLUCCS MAP OVERALL

VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT of ENVIRONMENTAL RESOURCES MANAGEMENT

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South Florida Office: 1800 North Douglas Road - Suite 200
Pembroke Park, Florida 33024-3200
954-435-7200 - Fax: 954-435-8664
www.millerlegg.com

02-00156
FM-1



FLUCCS 510 STREAM & WATERWAYS (±152 ac)	FLUCCS 512 MANGROVE SWAMP (±4.37 ac)	FLUCCS 524 LAKES/PONDS (±4.04 ac)
FLUCCS 437 AUSTRALIAN PINES (±27.44 ac)	FLUCCS 512 CATTAIL (±0.52 ac)	
FLUCCS 422 BRAZILIAN PEPPER (±3.62 ac)	FLUCCS 422/437/510 AUSTRALIAN PINE/BRAZILIAN PEPPER/STREAMS & WATERWAYS (±2.72 ac)	

FIGURE 7

EXISTING FLUCCS MAP OVERALL

VIRGINIA KEY WETLAND RESTORATION

CITY OF MIAMI, FLORIDA

FOR: DEPARTMENT of ENVIRONMENTAL RESOURCES MANAGEMENT

MILLER LEGG

South Florida Office: 1800 North Douglas Road - Suite 200
 Fort Lauderdale, FL 33305
 954-408-7000 Fax: 954-408-8884
 www.millerlegg.com

02-00156
 FM-1

EXHIBIT B

SCOPE OF WORK

I. Introduction

Virginia Key is a 1000-acre barrier island containing a variety of upland, and wetland plant communities including sea-grass beds and inter-tidal sand/mud flats, mangrove and herbaceous wetlands, beach dune communities, and coastal maritime hammock. The island is located in Biscayne Bay, Township 54, Range 42, Sections 16, and 17, south of Fisher Island, North of Key Biscayne, bordering the Atlantic Ocean to the east and Biscayne Bay to the west.

Although there has been some limited development, the island is non-residential and largely in its natural state. The island is owned jointly by the City of Miami and Miami-Dade County, and contains more than 300-acres of mangroves, approximately 16-acres of Maritime hammock (one of the rarest plant communities in the County due to coastal development), and 18-acres of beach and dune communities. Virginia Key provides habitat for at least seven endangered species, five endangered sub-species, and three threatened species. **This scope of work includes the restoration and enhancement of 50-acres of disturbed wetlands and a network of flushing canals, located on Virginia Key. (See attached locator map)**

The restoration will involve the selective clearing of all exotic vegetation within the 50-acre site, the excavating and proper disposal of all materials, the creation of flushing channels, the creation of tidal pools, the planting of mangroves using volunteers from the local community, and the installation of an interpretive boardwalk through the restored wetlands. The objective of the project is two-fold 1.) to restore and enhance the ecological habitats for a wide variety of fish, reptiles, amphibians, birds, and mammals, 2.) and to provide environmental education to the local community.

This restoration project will provide additional habitat for wildlife and marine resources and improve the water quality in and around Virginia Key. The ecological importance of coastal wetlands as habitat and a vital link in the marine food web, which support valuable estuarine and near-shore fisheries (finfish, shellfish, and crustaceans), have been well documented. The Virginia Key wetlands restoration project will provide additional spawning and nursery habitat for many species of fish.

The success of the restoration will be documented, by the County, through the evaluation of long-term mangrove survival, and faunal assessments at the site. All required state and federal environmental resource permits have been obtained. The county has been conducting habitat restoration since 1985. As part of the Biscayne Bay Restoration and Enhancement Program, the County has successfully restored approximately 300-acres of wetlands, 60-acres of tropical hardwood hammock, 40-acres of coastal strand community, and 20-acres of dune communities.

The County will coordinate and develop the construction specifications and drawings, conduct the contractor selection process, provide project management, supervise the construction and volunteer efforts, and conduct the long-term success monitoring and maintenance of the completed project.

II. Restoration Work Plan

Phase 1: Project Development

Task 1.1 Develop the Specifications and Drawings for the Restoration Contract

The County, with the assistance of outside consultants will develop the restoration contract specifications and drawings for the proposed restoration site.

Task 1.2 Contractor Selection Process

In cooperation with the Miami-Dade County Contractor Selection Process, the County will select potential contractor(s) and administer the restoration construction contract.

Phase 2: Wetlands Restoration

Task 2.1 Physical Modifications

The County will restore the 50-acres of disturbed wetlands on Virginia Key. This will be accomplished through the selective clearing of exotic vegetation, burning of exotic vegetation utilizing a blower system at the City authorized burn site (see Exhibit C), removal of excess fill, creation of flushing channels and tidal pools, maintenance dredging of an existing network of tidal channels, fill trucking and grading at specified sites (see Exhibit C), planting of wetlands vegetation (red mangroves and marsh grass), long-term success monitoring and maintenance of the restored wetlands and the installation of an interpretive boardwalk through the newly restored wetlands. The proposed wetlands restoration will be completed over a three (3) year period.

Task 2.2 Success Monitoring and Maintenance

Success Monitoring and Maintenance will be conducted by the County on a semi-annual basis, for a period of five (5) years. The vegetative monitoring will consist of semi-annual observations along fixed grids and photo-stations within the newly restored site. The following detailed observations will be recorded at each monitoring grid: species, plant height, diameter at breast height (if applicable), and presence of prop roots. In addition, long-term exotic vegetation control will be conducted to enhance natural recruitment of native vegetation.

Exhibit C

Excavated Soil Distribution Areas

Area 1 – Southeast of sewer beach access road between the Dade Marine Institute and the southern most beach parking lot.

Area 2 - East of Sewer Treatment Plant drying pits.

Area 3 – Southeast of Access road and northeast of northern most beach parking lot.

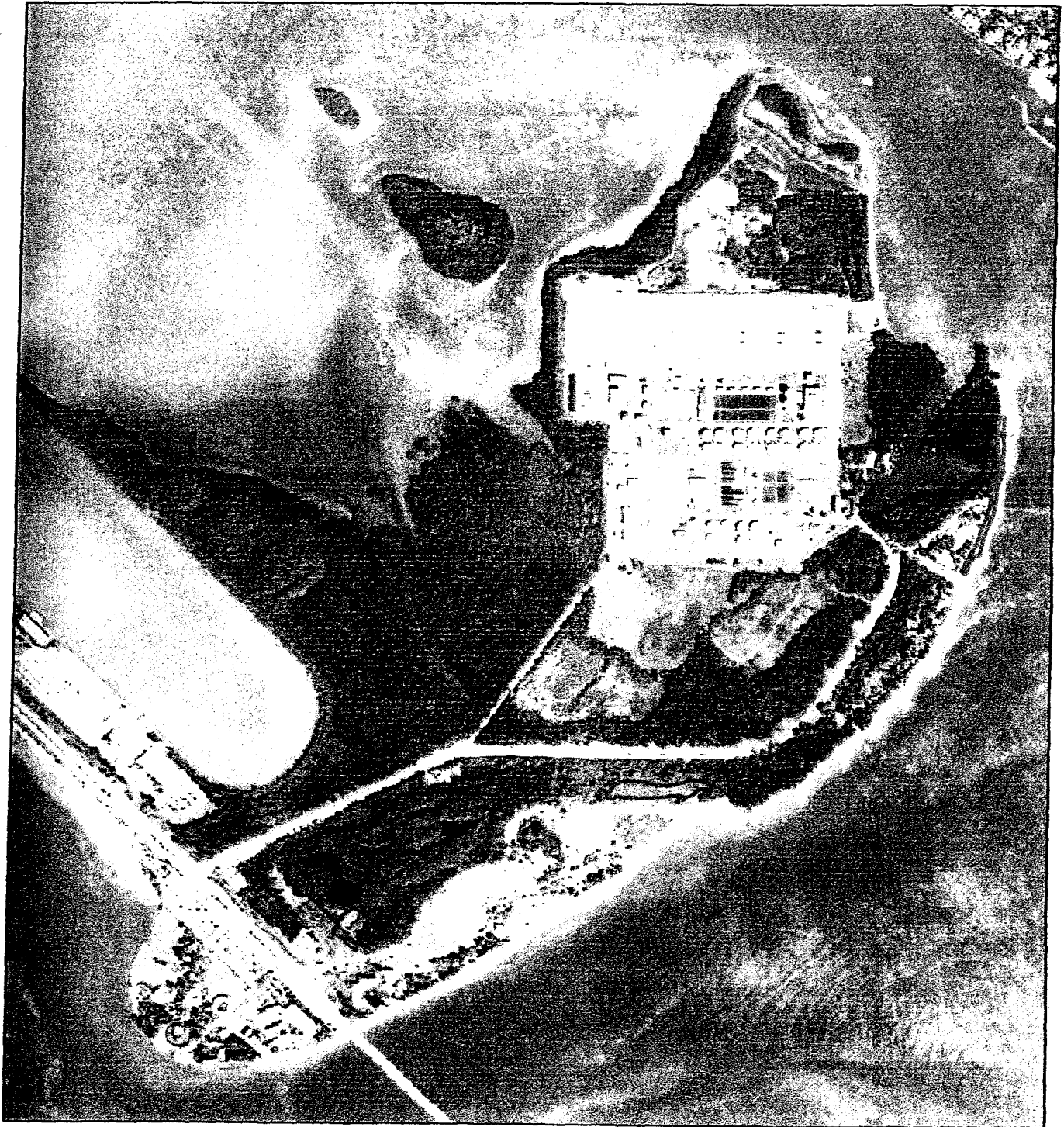
Area 4 – North of windsurfer beach (northeastern most beach area)

	<u>Area</u>	<u>Coverage(sq.ft)</u>	<u>Sand Type</u>
Option I	1	141,001	Type A (white sand)
	1	141,001	Type B (organic sand)
	2	87,120	Type A
	2	87,120	Type B
Option II (Includes Option 1 and the <u>distribution</u> below)			
	3	48,612	Type A
	4	50,282	Type A
Option III (Includes Options 1, 2, and the <u>distribution</u> below)			
	1	141,001	Type A
	2	87,120	Type A

Option I is a priority and will be executed. As a result of the utilization of soils from this project for regional beach re-nourishment project, it is anticipated that Options II and III will not be employed. All volumes are estimates. Actual volumes of soils distributed may differ from the estimated values.

Exhibit C

VIRGINIA KEY WETLAND RESTORATION PROJECT BURN AND FILL SITES



BURN AND FILL SITES

Site_type

☐ BEACH QUALITY FILL ONLY

☐ BURN SITE

MIXED FILL (ORGANIC & BEACH QUALITY SAND)



μ

Map created by the DERM July, 2006.
Aerial photos flown in Spring, 2005.